11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 11.5A and Section 17;

11.1.6 Operations Support Systems, as set forth in Section 11.6 and Schedule 11.6;

11.1.7 Other Network Elements in accordance with Section 11.8 below.

11.2 Loops

Subject to the conditions set forth in Section 11.7, Verizon shall allow AT&T to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2 and Schedule 11.2. The available Loop types are as set forth below and Schedule 11.2:

11.2.1 "2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565, as revised from time to time. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.

11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.

11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T.1601-1998 and Verizon TR-72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as a request for a Digital Designed Loop pursuant to Section 11.2.12.

11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR-72575, Issue 2, as revised from time to time, must be met.

11.2.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR-72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.

11.2.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR-72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications.

11.2.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of AT&T-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.8 "2-Wire SDSL-Compatible Loop" is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the AT&T-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.9 "4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications in ANSI T1.403 and Verizon TR-72575, as revised from time to time.

11.2.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability.

Verizon shall provide 4-Wire 56 kbps Loops to AT&T in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR-72575, Issue 3, as such issue may be revised from time to time after the Effective Date.

11.2.11 "DS-3 Loop" will support the transmission of isochronous serial bipolar data at a transmission rate of 44.736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels. A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems. DS-3 specifications are referenced in Verizon's TR-72575, as revised from time to time. Verizon shall provide AT&T with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

11.2.12 "Digital Designed Loops" are comprised of designed loops that meet specific AT&T requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at AT&T's option;

B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at AT&T's option;

C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;

D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&T's option;

E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at AT&T's option;

F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;

G) a 2W SDSL Loop with bridged tap(s) removed, at AT&T's option;

H) a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at AT&T's option.

Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.

11.2.12.1 Verizon shall make Digital Designed Loops available to AT&T at the rates as set forth in Exhibit A.

11.2.12.2 The following ordering procedures shall apply to the Digital Designed Loops:

A. AT&T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&T on a non-discriminatory basis. AT&T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.

C. If the Loop is not listed in the mechanized database described in section (B) above, AT&T may request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.

D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations or any other reason that may be revealed through loop qualification.

E. If AT&T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such

services in its existing condition, Verizon will respond back to AT&T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

F. Where AT&T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&T is already aware of the conditioning required (e.g., where AT&T has previously requested a manual loop qualification or an Engineering Query), AT&T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.12 upon receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.12.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Designed Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&T, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

A. Three (3) business days will be required following receipt of AT&T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by AT&T. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.

C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

11.2.12.4 If AT&T requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If AT&T cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, AT&T shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If AT&T cancels the request

for conditioning after the loop analysis has been completed and after construction work has started or is complete, AT&T shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.

11.2.13 Intentionally omitted

11.2.14 Subloop

To the extent required by Applicable Law, Verizon shall provide access to the unbundled SubLoop Network Element in accordance with Schedule 11.2.14.

11.2.14.1 Intentionally omitted

11.2.14.2 Intentionally omitted

11.2.14.3 Intentionally omitted

11.2.14.4 Intentionally omitted

11.2.14.5 Intentionally omitted

11.2.14.6 Intentionally omitted

11.2.14.7 Intentionally omitted

11.2.15 Unused Transmission Media (including dark fiber)

11.2.15.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to AT&T access to unbundled Unused Transmission Media (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.15 and the rates set forth in Exhibit A. Unused Transmission Media are deployed physical unused transmission media (e.g., optical fiber, copper twisted pairs, coaxial cable or any other transmission conductor that can be used to provide the functionality described as loop or interoffice transmission facilities as set forth in FCC Rule 51.319(a) or (d)) which is in place in Verizon's network but is not being used to provide service as of the date a request for Unused Transmission Media is made by AT&T. Such unused conductors must be made available to AT&T upon request, without regard to whether the conductor may otherwise be considered part of the Verizon interoffice, feeder or distribution plant. Dark Fiber is capable of carrying optical signals at acceptable levels of error rate and transmission rates. Dark Fiber may be aerial, buried or placed in conduit and may have signal regeneration equipment interspliced at appropriate distances, but which has no line terminating equipment at the end points of the facility span to operationalize its transmission capabilities. Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&T with access to Unused Transmission Media in accordance with, but only to the extent required by, Applicable Law.

11.2.15.2 AT&T may access Unused Transmission Media at any appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points). Upon AT&T's request, Verizon will provide AT&T with connection to Unused Transmission Media and will perform all work necessary to facilitate connection of Unused Transmission Media to AT&T facilities. Verizon may not condition availability of Unused Transmission Media to a given location based upon AT&T being collocated at such location.

11.2.15.3 Verizon shall provide access to Unused Transmission Media only where spare facilities exist, and Verizon shall not be obligated to construct new or additional facilities. However Verizon shall include forecasted AT&T requirements in the design and expansion of its network and capacity to accommodate reasonable AT&T requests. Verizon may use Unused Transmission Media to satisfy Customer orders for fiber related services, provided, however, that Verizon shall reserve Unused Transmission Media for AT&T for a period of 90 days after confirmation of a request for such facilities by AT&T. Verizon must disclose such reservation of capacity if AT&T seeks unused transmission capacity between two points where Verizon's reservation of capacity may affect its ability to meet AT&T's request. Before denying AT&T's request, Verizon must (1) demonstrate that the Commission has declared making such capacity available will present an immediate threat to Verizon's ability to serve as the carrier of last resort should the facility in question be made available to AT&T, and (2) there are no technically feasible and cost effective means for increasing the capacity of the facility cross-section to make the requested facility available to AT&T within a reasonable period of time. Should upgrade to the transmission electronics be technically feasible, AT&T may request that such an upgrade be made but shall be charged a proportion of the upgrade not to exceed the proportion of the added capacity that AT&T utilizes. For any unused transmission capacity that Verizon provides to AT&T, Verizon shall not be permitted to reclaim such a facilty for its own use until the later of 18 months after it has provided written notice that the facility is required, or 12 months after it has demonstrated to the Commission that it requires the facility to meet its carrier of last resort obligations and that it is technically infeasible to upgrade the transmission electronics to meet its needs. Verizon reserves, and Verizon's execution and delivery of this Agreement shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill an AT&T order for Unused Transmission Media because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or other competitive local exchange carriers or impair a Verizon obligation to serve as a carrier of last resort.

11.2.15.4 Prior to ordering access to Unused Transmission Media, AT&T shall make a request to Verizon that Verizon review its existing cable records and provide to AT&T information regarding the location, availability and performance capabilities of spare Unused Transmission Media facilities (as the case may be) between points and at capacities specified by AT&T (such a request, a "Dark Fiber Inquiry Request"). Verizon shall provide a single point of contact (SPOC) for answering requests associated with Unused Transmission Media. Verizon shall provide written confirmation of the nature of the requested information to AT&T with an estimate of the mileage of those facilities

within five (5) business days for a records-based answer (where the response can be made using existing records) and ten (10) business days for a field-based answer (where the facilities must be inspected to provide a response). To the extent that Verizon must conduct field surveys or other record searches to determine if Unused Transmission Media can be made available, the cost of such activities shall not be charged to AT&T unless Verizon claims and can prove that AT&T has made frivolous requests. AT&T cannot order access to spare facilities until Verizon has notified AT&T that the facilities are available. Within (10) business days of receipt of Verizon's response, AT&T will specify which facilities Verizon should reserve for AT&T's use. Upon receipt of such reservation, Verizon shall reserve such requested Unused Transmission Media for AT&T's use and may not allow any other party to use such media, including Verizon, for a period of ninety (90) days. Should AT&T submit an order to Verizon after the ninety (90) day reserve period for access to spare facilities that Verizon has previously notified AT&T are available, AT&T assumes all risk that those facilities will no longer be available. If AT&T does not request an extension of the reservation before expiration, then Verizon may release the facility for other uses.

11.2.15.5 In response to AT&T's Dark Fiber Inquiry Request, Verizon shall provide to AT&T the following information:

(i) A fiber layout map that shows the streets within a wire center where there are existing Verizon fiber cable sheaths. Verizon shall provide such maps to AT&T subject to the confidentiality provisions of this Agreement and AT&T's agreement to use them for preliminary design purposes only.

(ii) A field survey that shows the availability of dark fiber pairs between two or more Verizon central offices, between a Verizon central office and an AT&T central office, or between a Verizon end office and the premises of a Customer, and all other points of access (e.g., manholes), shows whether or not such pairs are defective, shows whether or not such pairs have been used by Verizon for emergency restoration activity, and tests the transmission characteristics of Verizon dark fiber pairs. If a field survey shows that a dark fiber pair is available and AT&T submits an order for access to such pair, Verizon does not guarantee or warrant that the pair will be available when Verizon receives such order after the 90 day reserve period associated with the Dark Fiber Inquiry Request, and AT&T assumes all risk that the pair will not be available. If AT&T submits an order for a dark fiber pair without first obtaining the results of a field survey of such pair, AT&T assumes all risk that the pair will not be compatible with AT&T's equipment, including, but not limited to, order cancellation charges.

11.2.15.6 AT&T shall be solely responsible for (a) determining whether or not the transmission characteristics of Unused Transmission Media accommodate the requirements of AT&T. To the extent splices or signal regeneration equipment exists on the dark fiber, Verizon shall disclose that fact and provide sufficient technical information to permit AT&T to determine if it is technically feasible for its line terminating equipment to interoperate through the splice(s) and or signal regeneration

equipment. Such information shall be made available when Verizon replies to AT&T's initial request for use of the Unused Transmission Media; and (b) installation of fiber optic transmission equipment needed to power Unused Transmission Media to transmit telecommunications traffic. Verizon shall be responsible for providing an excess cable length of twenty five (25) feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

11.2.15.7 AT&T acknowledges that Verizon may have to splice the cable sheath of Unused Transmission Media to repair and maintain such sheath after AT&T has obtained access to such dark fiber. Verizon shall not provide or connect fiber optic transmission equipment, intermediate repeaters or power on Unused Transmission Media.

11.2.15.8 Verizon shall provide AT&T with access to Unused Transmission Media in accordance with the following intervals:

(i) Five (5) business days for a records-based answer and ten (10) business days for a field-based answer to perform the Dark Fiber Inquiry Request or twenty (20) business days for a field-based answer if Verizon receives ten (10) such requests for one LATA during the same thirty (30) day period in which Verizon receives AT&T's request(s).

(ii) Twenty (20) business days to turn up Unused Transmission Media.

11.2.15.9 Verizon shall be obligated to ensure that Unused Transmission Media conform to transmission of communications at speeds and rates that the manufacturer's design specifications indicate are obtainable given the transmission electronics that AT&T attaches to the media, and are at parity with the quality of service that Verizon provides to itself. If such levels of performance are not attained, then AT&T shall have the option of returning the facility to Verizon, without incurring any liability for its use or installation, or requesting that Verizon repair the transmission media at Verizon's expense. If Verizon agrees to repair the facility, then AT&T shall not be liable for any charges until such time as the facility complies with the previously identified standard. If however such repairs are not accomplished within ninety (90) days, AT&T may at anytime thereafter cancel the order without any liability. If AT&T subsequently determines that the transmission quality of the unbundled Unused Transmission Media provided by Verizon does not meet these requirements, Verizon shall, at AT&T's request and subject to rates set forth in Exhibit A, retest the fibers to determine db loss. If the results of the test determine that the transmission characteristics of the fiber do not meet Verizon's then-current standards for its own facilities, AT&T may submit a request to Verizon, and Verizon shall undertake to improve the transmission characteristics of the fiber, at no additional cost to AT&T, to a level that meets Verizon's current standard transmission characteristics The work shall include but not be limited to the following:

(i) Replace older connectors with new connectors, unless there is a risk that the replacement will disrupt existing fiber optic services.

(ii) Clean connectors to remove non-imbedded contaminants.

Notwithstanding the foregoing, Verizon shall not be obligated to modify the transmission characteristics of Unused Transmission Media to satisfy the transmission objectives of AT&T.

11.2.15.10 AT&T may test Unused Transmission Media leased from Verizon using AT&T or AT&T-designated personnel. Verizon shall provide appropriate interfaces to allow interconnecting and testing of Unused Transmission Media. Verizon shall repair and maintain Unused Transmission Media at the request of AT&T and subject to the time and material rates set forth in Exhibit A but Verizon shall not be obligated to repair or maintain the transmission characteristics of such dark fiber, services provided by AT&T over such dark fiber, any equipment of AT&T or anything other than the physical integrity of such dark fiber. AT&T shall cooperate with any Verizon effort to repair and maintain Unused Transmission Media. AT&T accepts responsibility for initial trouble isolation for Unused Transmission Media and for providing Verizon with appropriate dispatch information based on its test results. If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon dark fiber facilities or equipment or Verizon technician error in whole or in part, then AT&T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. All operational support provided by Verizon, including but not limited to maintenance and repair, shall be demonstrated to be nondiscriminatory in comparison to the support Verizon provides to equivalent retail operations (or to other requesting carriers if that is superior) or to mutually agreeable minimum standards of performance. In the event Verizon is not available at the appointed time, or its performance is determined to be discriminatory, Verizon shall pay AT&T the charge set forth in Exhibit A for time associated with said dispatch.

11.2.15.11 The mileage necessary to calculate the per mile monthly recurring charges for an Unused Transmission Media inter-office facility shall be equal to the airline distance between the two ends of such Unused Transmission Media inter-office facility, and the Parties shall measure such mileage using the V&H coordinates method set forth in the National Exchange Carrier Association, Inc. Tariff, FCC No. 4, and any portion of a mile so measured shall be rounded up to the nearest whole mile.

11.2.16 House and Riser.

As of the Effective Date of this Agreement, Verizon represents and warrants that it does not own or control House and Riser facilities in the Commonwealth of Virginia. In the event that Verizon acquires or is found to own or control House and Riser facilities that are subject to unbundling requirements under Applicable Law, Verizon will provide access to such House and Riser facilities in accordance with

Applicable Law and the terms and conditions hereof, including, but not limited to, Schedule 11.2.14.

11.2.17 Line Sharing

Verizon shall provide Line Sharing to AT&T for AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC Rules and Applicable Law, on the terms and conditions set forth in Schedule 11.2.17.

11.2.18 Line Splitting

Verizon shall provide AT&T with an xDSL compatible Loop to facilitate Line Splitting in accordance with Applicable Law, on the terms and conditions set forth in Schedule 11.2.17.

11.3 Network Interface Device

11.3.1 Subject to the conditions set forth in Section 11.7 and at AT&T's request, Verizon shall permit AT&T to connect an AT&T Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 11.3, or at any other technically feasible point, if any, as required by Applicable Law and, in such case, pursuant to Section 11.8 and Exhibit B. AT&T may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining AT&T NID deployed by AT&T or, if an entrance module is available in the Verizon NID, by connecting an AT&T Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. Verizon shall not be responsible for resolving any conflicts between AT&T and third party service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall AT&T access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

11.3.3 In no case shall AT&T access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire continues to be used in the provision of Telecommunications Service by Verizon to that Customer.

11.3.4 In no case shall AT&T remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

11.3.5 In no case shall AT&T remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

11.3.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the Customer.

11.3.7 When AT&T is connecting an AT&T-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, AT&T does not need to submit a request to Verizon and Verizon shall not charge AT&T for access to the Verizon NID. In such instances, AT&T shall comply with the provisions of Sections 11.3.2 through 11.3.6 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 11.3.7.1 of this Agreement.

11.3.7.1 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), AT&T may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

(a) Where an adequate length of Inside Wire is present and environmental conditions permit, requesting carrier (i.e., AT&T or AT&T's agent, the building owner, or the Customer) may remove the Inside Wire from the Customer's side of the Verizon NID and connect that wire to AT&T's NID;

(b) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, AT&T may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(c) AT&T may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., AT&T, its agent, the building owner or the Customer). If AT&T accesses the Customer's Inside Wire as described in this Section 11.3.7.1(c), time and materials charges will be billed to the requesting party (i.e., AT&T, its agent, the building owner or the Customer).

11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, Verizon shall make available to AT&T the Local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with Applicable Law at the rates set forth in Exhibit A.

11.4.1 Local Switching

11.4.1.1 The unbundled Local Switching Element includes line side and trunk side facilities (e.g., line and trunk side Ports such as analog and ISDN

line side Ports and DS1 trunk side Ports) plus all the features, functions, and capabilities of the switch. Without limiting the foregoing, it consists of the following:

(a) line-side Port which includes connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance;

(b) line and line group features which includes all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers;

(c) usage which includes the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks; and

(d) trunk features which include the connection between the trunk termination and a trunk card.

11.4.1.2 Verizon shall offer, as an optional chargeable feature, daily usage tapes, in accordance with the charges set forth in Exhibit A.

11.4.1.3 AT&T may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order, as such charges are set forth in Exhibit A. AT&T may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. In calculating the applicable prices developed pursuant to the Network Element Bona Fide Request process set forth in Exhibit B, Verizon shall not include in such prices any amount for Right To Use (RTU) fees in those instances where such RTU fees have already been included as a cost element in the rate approved by the Commission for such unbundled Local Switching element. In the case of any dispute with respect to the Network Element Bona Fide Request process under this Section 11.4.1.3, the Parties shall resolve such dispute pursuant to the terms set forth in Section 28.11 hereof.

11.4.1.4 Prior to submitting any order for unbundled Local Switching (as an unbundled network element or in combination with other unbundled network elements), AT&T shall complete the Network Design Request ("NDR") process. Pursuant to the NDR process, Verizon shall provide standardized routing (standardized blocking and office dialing plans) of AT&T Customer traffic in conjunction with the provision of unbundled Local Switching. In addition to standardized routing, AT&T may select, as part of the NDR process, to route OS/DA traffic to an alternate OS/DA platform at the rates stated in Exhibit A. If AT&T desires other customized routing options, AT&T may submit a Bona Fide Request as provided in Exhibit B. AT&T may also

request unbranding/re-branding of OS/DA calls. The rates for unbranding/re-branding stated in Exhibit A shall apply.

11.4.1.5 Limitations and Exceptions

11.4.1.5.1 Until modified by Commission Order, Verizon may impose limitations to the availability of unbundled local switching at TELRIC prices as provided in Subsections 11.4.1.5.2 through 11.4.1.5.11 of this Agreement. In the event that the Federal Communications Commission modifies its rules governing Verizon's obligation to provide unbundled local switching at TELRIC rates subsequent to the approval of this Agreement, paragraphs 11.4.1.5.2 through 11.4.1.5.11 shall be null and void and the pricing of unbundled local switching previously subject to the limitations shall revert to the TELRIC rates applicable to unbundled local switching not subject to the limitations, thirty (30) days following effectiveness of the relevant FCC Order, unless, before that date, the parties agree to implement alternative language or submit the issue to binding arbitration.

11.4.1.5.2 Upon not less than one hundred eighty (180) days written notice to AT&T, Verizon may elect not to provide unbundled Local Switching (as defined in FCC Rule 51.319(c)(1)) at total element long-run incremental cost-based prices under the circumstances set forth herein within any portion of a territory (each, an "Exception Territory") for which Verizon can demonstrate that, as of the date on which AT&T receives notice (the "Exception Notice Date"), Enhanced Extended Links ("EELs") functionality that complies in full with all of the requirements set forth in this Agreement and under Applicable Law is available for ordering and installation by AT&T throughout such territory at cost-based prices as specified in Exhibit A of this Agreement without use restrictions of any kind, and in accordance with the timeliness and quality standards set forth in Section 26 (Performance Standards, Measurements, and Penalties) of this Agreement. A territory shall be eligible to be an "Exception Territory" if it constitutes the entire service area of Verizon in density zone 1 that is located within one of the top 50 Metropolitan Statistical Areas ("MSAs") and if all of the conditions in this Schedule are satisfied throughout such territory, even if Verizon chooses to make an election pursuant to this Schedule with respect to less than the entire Exception Territory. The density zone 1 designation is as determined by NECA Tariff No. 4, as in effect on January 1, 1999. The top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98. The offices that are eligible to include Exception Territories are listed in the Appendix to this Agreement.

11.4.1.5.3 For the purposes of the exception, "same physical location" shall be determined by AT&T based upon the following rule:

11.4.1.5.3(a) Pre-existing combinations and orders for unbundled 2-wire analog loops, connected to the line side port of the unbundled local circuit switching elements that were scheduled for installation before the exception is effective pursuant to the above terms shall not be disrupted or discontinued by Verizon.

11.4.1.5.3(b) To the extent a pre-existing customer account is consolidated at the retail Customer's request and such consolidation would otherwise allow the exception to be applied, Verizon shall not limit AT&T's ability to use all unbundled network elements used to provide the retail service it offered prior to the consolidation.

11.4.1.5.3(c) Upon Verizon's compliance with the requirements above, AT&T will certify that it will use a mutually agreeable ordering procedure (e.g., a separate USOC) to order the unbundled local switching element where market pricing of the unbundled local switching element is effective. Such procedures shall take effect at the later of 180 days following notice by Verizon as provided in Subsection 11.4.1.5.2 or 180 days after Verizon and AT&T agree to the ordering procedure within the territory where the unbundled local switching exception is applicable.

11.4.1.5.4 Verizon may only exercise the election permitted under this Section with respect to the fourth and subsequent 2-wire unbundled Loops of Verizon that AT&T uses in combination with Local Switching to provide retail local voice service to a single end user customer account name, at a single physical customer location (including a single tenant building or a single unit within a multiple dwelling unit or other multiple tenant environment). Upon request from Verizon, AT&T shall certify that the foregoing requirements do not apply to any specific facility. For the purposes of applying the exception, a "customer" shall be determined by AT&T based upon the following rule: Only two-wire analog unbundled loops obtained from Verizon will be counted. If such unbundled loops used by AT&T terminate at the same physical location but are billed to different retail customers of AT&T the loops will be separately accumulated for purposes of determining whether the exception may be applied. In determining whether Verizon may exercise this election in any particular case, AT&T shall not be obligated to disclose retail account detail for its customers, such as customer name or address, beyond that which is otherwise required under mutually agreeable implementation of industry standard ordering provisions.

11.4.1.5.5 Existing combinations and orders for 2-wire voice grade Loops connected to the line side port of the unbundled Local Switching elements that were installed or ordered (separately or in combination) before the date that is one hundred eighty (180) days after the Exception Notice Date (including orders placed before the end of such 180-day period and provisioned after the end of such 180-day period) shall be provided by Verizon at total element long-run incremental cost-based prices set forth in Exhibit A of this Agreement until such time as AT&T issues an order to disconnect the Network Elements, notwithstanding any consolidation of customer accounts or other modification in the servicing arrangement by AT&T. In no event shall Verizon under any circumstances disrupt or discontinue the provision of, or fail to provision, Local Switching under this Agreement.

11.4.1.5.6 In the event that AT&T orders Local Switching in excess of limitations applied by Verizon pursuant to this Section, Verizon's sole recourse shall be to charge AT&T a rate to be negotiated for use of the Local Switching functionality for the affected facilities, or in the alternative to charge AT&T the Local Services Resale rate for use of all Network Elements and associated services used to provide the affected facilities to the AT&T Customer. In such cases, AT&T shall designate which facilities are being purchased at total element long-run incremental cost-based prices set forth in Exhibit A of this Agreement and which facilities are being purchased at pricing provided in this Section 11.4.

11.4.1.5.7 Notwithstanding the provisions set forth above, Verizon shall always provide Local Switching at total element long-run incremental cost-based prices set forth in Exhibit A of this Agreement if line side port functionality is not required. Nothing in this Schedule shall be construed to limit in any manner Verizon 's obligation to provide unbundled Shared Transport at total element long-run incremental cost-based prices throughout its service area for use by AT&T in serving any AT&T customer in any quantity, including in situations where Verizon is not required to provide unbundled Local Switching at total element long-run incremental cost-based prices.

11.4.1.5.8 Nothing herein shall preclude AT&T from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services, in any quantity, to an end user Customer account with respect to which Verizon may exercise this election.

11.4.1.5.9 All disputes arising under these provisions shall be resolved according to the Dispute Resolution process set forth in Section 28.11 of this Agreement.

11.4.1.5.10 Nothing herein shall be deemed to relieve Verizon of its obligation to provide unbundled Local Switching as a condition to meeting the requirements of Section 271(c)(2)(B)(vi) of the Act.

11.4.1.5.11 Verizon shall not impose any restrictions on AT&T regarding the use of the unbundled Local Switching it purchases from Verizon provided such use does not result in demonstrable harm to either the Verizon network or personnel.

11.4.2 Tandem Switching

11.4.2.1 The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11.4.3 Packet Switching

11.4.3.1 The Packet Switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions performed by Digital Subscriber Line Access Multiplexers (DSLAMs), including but not limited to:

(i) the ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

(ii) the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

(iii) the ability to extract data units from the data channels on the loops, and

(iv) the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

11.4.3.2 To the extent required by Applicable Law (including without limitation F.C.C. Rule 51.319 (c)(5) as amended from time to time) and subject to the conditions set forth in Section 11.7, Verizon shall provide access to unbundled Packet Switching capability only where each of the following conditions are satisfied:

(i) Verizon has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section, (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

(ii) There are no spare copper loops capable of supporting xDSL services AT&T seeks to offer;

(iii) Verizon has not permitted AT&T to deploy a Digital Subscriber Line Access Multiplexer in the remote terminal, pedestal or environmentally controlled vault or other interconnection point on the same terms and conditions that apply to Verizon's own DSLAM, nor has AT&T obtained a virtual collocation arrangement at these subloop interconnection points; and

(iv) Verizon (the ILEC) has either directly or through an affiliated entity deployed packet switching

capability for its own use or to a Customer of Verizon's affiliate.

11.5 Unbundled InterOffice Transmission Facilities

Subject to Section 11.7, where facilities are available, at AT&T's request, Verizon shall provide AT&T with interoffice transmission facilities unbundled from other Network Elements as provided below, at the rates set forth in Exhibit A as amended from time to time and in accordance with Section 20.

11.5.1 Shared Transport

11.5.1.1 Verizon shall provide Shared Transport in accordance with but only to the extent required by Applicable Law (including, without limitation, as set forth in FCC Rule 51.319(d)); provided, however, that Verizon shall offer unbundled Shared Transport only to the extent that AT&T also purchases unbundled local switching capability from Verizon in accordance with Section 11.4 of this Agreement.

11.5.2 Dedicated Transport

11.5.2.1 To the extent required by Applicable Law, Verizon shall provide Dedicated Transport as defined in FCC Rule 51.319(d)(1)(i) and as required in FCC Rule 51.319(d)(2). To the extent required by Applicable Law, Verizon shall provide access to Digital Cross-Connect System (DCS) functionality as an option of Dedicated Transport.

11.5.2.2 Upon written request by AT&T, the Parties will negotiate terms and conditions, including but not limited to additional rates, for the diverse routing of Dedicated Transport facilities.

11.5A Call Related Databases and AIN

11.5A.1 Verizon shall provide access to call related databases to the extent required by Applicable Law, including but not limited to, FCC Rule 51.319(e). Verizon shall provide such access in accordance with Section 17 of this Agreement. Call related databases include, but are not limited to: Line Information Database, Calling Name Database, Toll Free Number Database, and Advanced Intelligent Network Databases.

11.5A.2 [Intentionally omitted.]

11.5A.3 [Intentionally omitted.]

11.5A.4 Line Information Data Base (LIDB)

11.5A.4.1 Verizon shall permit AT&T access to the validation data in the Verizon LIDB database for use in AT&T's provision of local exchange

services. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that Verizon store its calling card, toll billing exception and payphone number validation data in the Verizon LIDB database pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

11.5A.4.2 Upon reasonable request by AT&T, Verizon shall provide AT&T with a list of the end user data which AT&T is required to provide in order to support toll billing exception and calling card validation.

11.5A.5 Calling Name Database

11.5A.5.1 Verizon shall permit AT&T to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to AT&T's local exchange customers. To the extent AT&T provides local switching utilizing its own switch, AT&T may request that Verizon provide CNAM database storage and validation services pursuant to a separate agreement or an amendment to this Agreement negotiated by the Parties.

11.5A.6 Toll Free Number Database

11.5A.6.1 Verizon shall provide access to Verizon's toll free number database to allow AT&T to transmit a query to determine the carrier selection and other routing instructions (e.g., POTS translation, time of day, day of week, originating call number).

11.5A.7 Advanced Intelligent Network (AIN) Access, Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access

11.5A.7.1 Verizon shall provide access to any and all non-proprietary Verizon service applications resident in Verizon's SCP. Such access may be from AT&T's switch or Verizon's unbundled Local Switching element. SCE/SMS AIN access shall provide AT&T the ability to create service applications in the Verizon SCE and deploy those applications via the Verizon SMS to the Verizon SCP consistent with the way Verizon creates and deploys such applications. Verizon shall make SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T. The Verizon SCE/SMS shall allow for multi-user access by AT&T personnel. AIN service applications and process flow design developed in the SCE by an AT&T service designer/creator to provide AIN-based services will be provided to AT&T. Verizon shall provide management and other logical security functions. When AT&T selects SCE/SMS AIN access, Verizon shall provide for a secure, controlled access environment on-site as well as via remote data connections (i.e., ISDN circuit switched data) and shall allow AT&T to transfer data forms and/or tables to the Verizon SCP via the ILEC SMS (e.g., service customization and subscriber subscription) in a manner consistent with how Verizon provides that capability to itself.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below and Schedule 11.6 of this Agreement, Verizon shall provide AT&T with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by AT&T through such electronic interfaces unless otherwise agreed to by the Parties.

11.6.1 Operator Service and Directory Assistance Service

11.6.1.1 To the extent required by Applicable Law and pursuant to FCC Rule 51.319(f), Verizon shall provide nondiscriminatory access to Operator Services and Directory Assistance on an unbundled basis to AT&T for the provision of a Telecommunications Service only where Verizon does not provide, upon request by AT&T, customized routing or a compatible signaling protocol of OS/DA. Operator Services ("OS") are any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call. Directory Assistance ("DA") is a service that allows subscribers to retrieve telephone numbers of other subscribers.

11.7 Limitations on Unbundled Access

11.7.1 Notwithstanding any other provision of this Agreement:

(a) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis or a Combination to AT&T, the terms, conditions and prices for such Network Element or Combination (including, but not limited to, the terms and conditions defining the Network Element or Combination and stating when and where the Network Element or Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon (a "Verizon UNE Tariff") or, in the absence of such a Tariff, as mutually agreed to by the Parties pursuant to Section 27.4 hereof.

(b) intentionally omitted.

11.7.2 Without limiting Verizon's rights pursuant to Applicable Law or this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to AT&T, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to AT&T. If Verizon terminates its provision of a Network Element or a Combination to AT&T pursuant to this Section 11.7.2 and AT&T elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with AT&T to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of AT&T; and, (b) AT&T shall pay all applicable charges for such services.

11.7.3 Nothing contained in this Agreement shall be deemed to constitute an admission by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to AT&T on an unbundled basis. Nothing contained in this Agreement shall limit either Party's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance, or statute issued by the Commission, the FCC, any court, or any other governmental authority related to, concerning or that may affect a Party's rights or obligations under this Agreement or under Applicable Law.

11.7.4 In addition to the Combinations of Network Elements furnished by Verizon to AT&T hereunder, Verizon shall combine or Verizon shall permit AT&T to combine any Network Element or Network Elements provided by Verizon with another Network Element, other Network Elements or other services (including Access Services) obtained from Verizon or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers. Verizon agrees to provide such combinations, subject only to charges for the direct economic cost of efficiently providing such combinations, if Verizon provides the same or similar combination of equipment, facilities and operational support that delivers functionality reasonably equivalent to the functionality to its own retail operations, an affiliate or other unaffiliated carrier. For those combinations requested by AT&T that Verizon asserts it does not ordinarily combine, Verizon may elect either to provide the combination, subject only to charges for the direct economic cost of providing the requested combination, or provide AT&T, or its duly authorized agent, with the access necessary for AT&T both to make the combination and to deliver service to its customer(s), in a timely manner. Verizon may only refuse to make or permit a combination if it can prove the combination represents a serious hazard to the operation of Verizon's network or personnel. Such a claim of potential harm and written substantiation of the basis and any other basis for Verizon's objection must be provided to AT&T within a reasonable time of AT&T's initial request for the combination. If the parties fail to agree on whether the combination must be provided, either party may subject the issue to binding arbitration.

When AT&T requests that Verizon either combine contiguous unbundled Network Elements or combine non-contiguous unbundled Network Elements in a manner different than that contemplated in this agreement, or in any previous Bona Fide Request from AT&T or any other Telecommunications Carrier, such request shall be handled through the Bona Fide Request process.

11.7.5 AT&T shall access (via its own facilities or facilities it obtains from a third party) Verizon's unbundled Network Elements at any technically feasible point.

11.7.6 Verizon shall provide AT&T access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if AT&T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available,

move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). AT&T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.

11.7.3 If as the result of AT&T Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the AT&T Customer premises, AT&T will be assessed the applicable non-recurring charge associated with this visit, as specified in Exhibit A.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 Verizon shall, upon request of AT&T and to the extent required by Applicable Law, provide to AT&T access to its Network Elements on an unbundled basis for the provision of AT&T's Telecommunications Service. Any request by AT&T for access to a Verizon Network Element not provided pursuant to this Agreement or pursuant to another interconnection agreement in accordance with the terms and conditions of Section 28.13 hereof shall be treated as a Network Element Bona Fide Request.

11.8.2 A Network Element obtained by AT&T from Verizon under this Section 11.8 may be used in combination with the facilities of AT&T only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, Verizon shall not be required to provide a proprietary Network Element to AT&T under this Section 11.8 except as required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to AT&T Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loop"s) to be provided by Verizon to AT&T.

11.9.1 Coordinated cutover charges, including but not limited to outside dispatch charges, where applicable, shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops, as set forth in Exhibit A. If AT&T does not request a coordinated cutover, Verizon will process AT&T's order as a new installation subject to applicable standard provisioning intervals.

11.9.2 AT&T shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid Local Service Request ("LSR") including,

without limitation, in accordance with the terms of Section 11.6. AT&T shall designate the requested date and time for conversion on the LSR ("Scheduled Conversion Time") subject to Verizon standard provisioning intervals, as may be revised from time to time. Subject to the immediately preceding sentence, Verizon agrees to accept from AT&T the Scheduled Conversion Time, provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, AT&T and Verizon shall mutually agree on a New Conversion Time, as defined below. Within three (3) business days of Verizon's receipt of a valid LSR, except as otherwise required by Applicable Law, Verizon shall provide AT&T the scheduled due date by which the Analog 2W Loops covered by such LSR will be converted.

11.9.3 AT&T shall provide dial tone at the AT&T Collocation site prior to the Scheduled Conversion Time such that Verizon may verify dialtone as provided herein. Verizon shall verify dialtone on the loop scheduled to be migrated to AT&T and shall also verify AT&T dialtone from the AT&T Collocation cage. If Verizon is unable to verify such dialtone, Verizon shall take appropriate steps to address the problem, including promptly notifying AT&T, if required.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

(i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived; and

(ii) If AT&T requests to reschedule outside the one (1) hour time frame above, AT&T shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If AT&T is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time,

as applicable, Verizon and AT&T will reschedule and Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to AT&T is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If AT&T requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated, except as otherwise provided in this Agreement, including Schedule 14.2.9.1. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.9.9 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may submit the necessary trouble ticket[s] to initiate a request for repair, and Verizon shall respond to such trouble ticket in a manner consistent with Section 9 (including communicating with AT&T as appropriate).

11.9.10 If AT&T and Verizon cannot isolate and fix the problem, AT&T may request that the Customer be restored to service on the Verizon network. Such restoration shall occur within a commercially reasonable time period.

11.10 Maintenance of Unbundled Network Elements

If (a) AT&T reports to Verizon a Customer trouble, (b) AT&T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon's facilities or equipment in whole or in part, then AT&T shall pay Verizon a charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&T is not available at the appointed time. AT&T accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If, as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. If as the result of AT&T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&T by Verizon. Verizon agrees to respond to AT&T trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other Telecommunications Carrier.

11.10.1 Verizon shall provide AT&T access to the mechanized loop test ("MLT"), where such capability is available, for maintenance and repair of the UNE-Platform. Where access to MLT is not available for UNE-Platform, Verizon shall perform such testing at AT&T's request, and supply the test results to AT&T.

11.11 Rates

Verizon shall charge, and AT&T shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20.1.2 below. Notwithstanding anything else set forth in this Agreement and subject to the conditions set forth in Section 11.7:

11.11.1 Intentionally omitted

11.11.2 To the extent Verizon is required by Applicable Law to provide Packet Switching capability to AT&T, Verizon shall provide access to Packet Switching capability subject to charges based on rates and/or rate structures that are consistent with Applicable Law ("Packet Switching Rates"). AT&T acknowledges that the Packet Switching Rates are not set forth in Exhibit A as of the Effective Date. At such time that Verizon is required to provide access to Packet Switching capability, Verizon shall develop Packet Switching Rates and shall notify AT&T in writing of such Rates in accordance with, and subject to, the notices provision of this Agreement and thereafter shall bill AT&T, and AT&T shall pay to Verizon, for Packet Switching capability provided under this Agreement in accordance with such Rates. Any notice provided by Verizon to AT&T pursuant to this Section 11.11.2 shall be deemed to be a part of Exhibit A immediately after receipt of such notice by AT&T and thereafter.

11.12 Combinations

Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide combinations of unbundled Network Elements ("Combinations") including those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to AT&T, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations may include the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 27 and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.

11.12.1 UNE Platform ("UNE-P") is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with AT&T's access of UNE-P as defined herein.

11.12.1.1 The UNE-Platform will consist of two orders sent from AT&T to Verizon: the first is the "footprint" combination order, and the second is the "customer service" UNE-P combination order.

11.12.1.2 The "footprint" combination order shall instruct Verizon to establish the common equipment necessary to provide local service from a given central office. AT&T will transmit one "footprint" order for each Verizon central office.

11.12.1.3 The "customer service" UNE-P order shall request that Verizon provide a NID, loop, and vertical switching features for a specific AT&T local Customer. The order shall include all Customer specific custom calling and blocking features, along with directory listing information.

11.12.2 Enhanced Extended Link ("EEL") consists of a combination of an unbundled Loop and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing. There is no collocation requirement associated with AT&T's access of EEL as defined herein.

11.12.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require AT&T to collocate. The Extended Dedicated Trunk Port is dedicated to the use of AT&T in its provisioning of local exchange and associated exchange access service.

11.12.4 Subject to Sections 11.11.1 and 11.11.2 charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as specified in Exhibit A.

11.13 Replacement of Services with Unbundled Network Elements

11.13.1 Verizon shall permit AT&T to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, including but not limited to access service, except as explicitly provided by Commission rule or order in effect on the date and time the order for conversion is submitted.

11.13.2 When any existing service employed by AT&T is replaced with Network Elements (including Combinations), Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.

11.13.3 Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as specified in Exhibit A.

11.13.4 AT&T may request the conversion of any existing service to Network Elements (including Combinations) by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit Local Service Requests or separate requests for each service to be converted. Verizon shall facilitate all conversions requested by AT&T without disruption of service.

11.13.4.1 Verizon shall permit AT&T to employ the operational procedures that Verizon makes available to any other requesting carrier where such procedures can reasonably be employed for the bulk conversion of a retail or wholesale service to a UNE combination sought by AT&T. To the extent that AT&T seeks use of an existing process, Verizon agrees not to require that AT&T adopt any other surrounding contractual language or limitations except those essential to assure proper operation of the particular bulk conversion process that AT&T seeks to use. Once adopted, this conversion process shall be subject to the change management procedures in effect. The charges for use of such conversion process, or processes shall reflect only the direct and efficient costs of making the conversion. To the extent a bulk conversion process sought by AT&T does not currently exist, Verizon and AT&T will jointly define the new or revised process to efficiently address the needs of AT&T on an expedited basis. Notwithstanding the above described attempt to mutually define such process(es), upon thirty (30) days notice, either Party may submit questions relating to the obligation to provide and/or operationalize the requested bulk conversion process issue(s) for dispute resolution in accordance with, and as provided in, this contract.

11.13.5 Verizon agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services:

11.13.5.1 Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of notice from AT&T, and recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply as of such date. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply effective upon the earlier of (i) the date on which Verizon completes the requested work or (ii) the standard interval for completing such work, regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.

11.13.5.2 Existing protocols for maintenance and repair of the Network Elements used to provide the service being replaced, including, without

limitation, reporting mechanisms and response times, shall be the same as those applicable to the service being replaced.

11.13.6 In the event that the termination of any service that is converted to unbundled Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to contract or a Verizon Tariff entered into prior to a final determination by the FCC resolving the applicability of interim use restrictions as established in the UNE Remand and subsequent orders, AT&T shall not be liable for any termination liabilities or other requirements under such contract or Tariff.

11.14 Cooperative Testing

Pursuant to methods and procedures developed as part of the DSL Provisioning Process in New York, at AT&T's request, AT&T and Verizon shall perform cooperative testing of DSL-capable Loops.

12.0 RESALE - SECTIONS 251(C)(4) AND 251(B)(1)

12.1 Availability of Retail Services/Wholesale Rates for Resale

12.1.1 Verizon will make available to AT&T, in accordance with Section 251(c) (4) of the Act, for resale at wholesale rates (except as provided below), the Telecommunications Services that it provides at retail to its non-carrier customers (collectively, "Resold Services"). AT&T may purchase for resale any Advanced Services, including but not limited to any digital subscriber line services, offered by Verizon, or by Verizon affiliates, subsidiaries, or other entities subject to Section 251(c) of the Telecommunications Act of 1996, without any unreasonable or discriminatory limitations or restrictions, including but not limited to limitations or restrictions that would require AT&T also to purchase other services from Verizon. The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make available such Resold Services at the retail prices, terms and conditions set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A.

12.1.2 Verizon's obligation to provide a Resold Service to AT&T under this Agreement shall be limited to providing the Resold Service to AT&T where, and to the same extent, that Verizon provides such Verizon retail Telecommunications Service to Verizon's own end user retail Customers. AT&T shall comply with the provisions of this Agreement (including, but not limited to, Verizon's Tariffs) regarding resale or use of Resold Services, including, but not limited to, any restrictions on resale or use of such Services.

12.1.3 Without in any way limiting Section 12.1.2 above, (a) AT&T shall not resell residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business AT&T Customers and other